

#6  
S

Attorney Docket No: NTWK010/00US

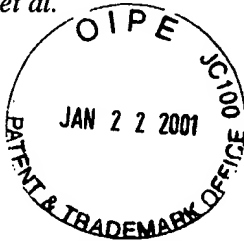
PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Churchyard *et al.*

Serial No.: 09/650,729

Filed: August 30, 2000



Examiner: (To Be Assigned)

Art Unit: 2183

For: Method and System for Maintaining a Communications Protocol Session

Assistant Commissioner for Patents  
Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE AND  
CHANGE OF CORRESPONDENCE ADDRESS

Networks Associates Technology, Inc., the assignee of record of the entire right, title, and interest in the above-identified application, hereby grants power of attorney to the registered practitioners of Cooley Godward LLP included in the Customer Number provided below to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected therewith, and direct that all correspondence be addressed to that Customer Number.

Customer Number: 022903

STATEMENT UNDER 37 CFR 3.73(b)

IDENTIFICATION OF ASSIGNEE

Name of Assignee: Networks Associates Technology, Inc.

Type of Assignee: Corporation

**JOINT ASSIGNMENT**

WHEREAS, WE, **Peter J. Churchyard and William P. Supernor** (hereinafter "ASSIGNORS"), citizens of USA, respectively, residing at **16539 Old Frederick Road, Mt. Airy, MD 21771-3345** and **7600 Virginia Lane, Falls Church, VA 22043**, respectively; are the inventors of the invention in **Method and System for Maintaining a Communications Protocol Session** for which we have executed an application for a Patent of the United States

- ☐ which is executed on even date herewith
- ☐ which is identified by [PATENT ATTORNEY OR FIRM] attorney docket no. [DOCKET NO.]
- ☒ which was filed on **August 30, 2000**, Application No. **09/650,729**

and WHEREAS, **Networks Associates Technology, Inc.** (hereinafter "ASSIGNEE"), a Delaware Corporation having a business address at **3965 Freedom Circle, Santa Clara, CA 95054**, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;


AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries. In the event that one or more of the above inventors is not an employee of ASSIGNEE at the time such aid is required, they agree to render such aid in return for an hourly rate of pay no greater than twice their equivalent regular hourly pay as it stood on the date of their departure from ASSIGNEE.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 1/18/2001, 2000

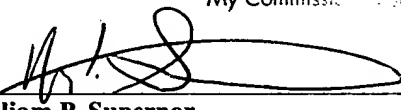
  
\_\_\_\_\_  
Peter J. Churchyard L.S.

In the State of MARYLAND, county of MONTGOMERY, on January 18, 2001  
before me, PETER J. CHURCHYARD, Notary Public, personally appeared Peter J. Churchyard, personally  
known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal

  
\_\_\_\_\_  
Notary Public  
LECHINE CHEA  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires January 28, 2002

Date 1/18/2001, 2000

  
\_\_\_\_\_  
William P. Supernor L.S.

In the State of MARYLAND, county of Frederick, on 1-18-2001,  
before me, MARLENE S. NOVIK, Notary Public, personally appeared William P. Supernor, personally  
known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal

  
\_\_\_\_\_  
Notary Public  
MARLENE S. NOVIK  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2001